



S37-T23541

CITY OF HOUSTON

ADMINISTRATION & REGULATORY AFFAIRS DEPARTMENT

STRATEGIC PURCHASING DIVISION

**COMMUNITY BASED IMMUNIZATION
OUTREACH SERVICES**

FOR

**THE HOUSTON DEPARTMENT
OF
HEALTH AND HUMAN SERVICES**

NIGP CODE: 915-73

**PROCUREMENT
REQUEST FOR PROPOSAL**

**NOTICE OF
REQUEST FOR PROPOSAL FOR

COMMUNITY BASED IMMUNIZATION
OUTREACH SERVICES FOR
THE HOUSTON DEPARTMENT OF HEALTH AND HUMAN SERVICES**

S37-T23541

THE CITY OF HOUSTON

The City of Houston Controller's Department invites prospective contractors to submit a written proposal for community based immunization outreach services for the Houston Department of Health and Human Services. Proposals are solicited for this service for the City of Houston in accordance with the terms, conditions and instructions as set forth in this Request for Proposal (RFP).

This Proposal is available on the Internet from: <https://purchasing.houstontx.gov/>

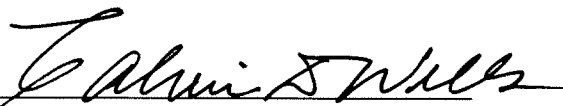
In the event you do not have download capability, the RFP document may be obtained from the Administration & Regulatory Affairs Department, Strategic Purchasing Division, Basement Level, Room B121A, City Hall, 901 Bagby, Houston, Texas 77002.

The City of Houston, Texas will receive proposals at the City Secretary's Office, City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002 until **Friday, April 2, 2010 at 2:00 p.m.** No Proposals will be accepted after the stated deadline. When submitting proposals via UPS/FedEx, etc. please label it with the name: Office of the City Secretary plus the above-referenced address along with the proposal number.

There will be a **Pre-Proposal Conference on Friday, March 12, 2010 at 10:00 a.m.** in the Department of Health and Human Services, 5th Floor Conference Room, 8000 N. Stadium Drive, Houston, Texas 77054.

Questions concerning the Proposal should be submitted to, Strategic Purchasing, High Technology, Room B520, City Hall, 901 Bagby, Houston, Texas 77002, Attn: Joyce Hays, Senior Procurement Specialist, phone: (832) 393-8723, fax-832.393.8759, joyce.hays@cityofhouston.net, no later than **4:00 p.m., Tuesday, March 16, 2010.**

All Proposals will be required to comply with City Council Ordinance No. 78-1538, Passed August 9, 1978, relating to Equal Employment Opportunity Contract Compliance. The City reserves the right to reject any or all Proposals or to accept any Proposal or portion of a Proposal deemed to be in the City's best interest.


Calvin D. Wells, Deputy Director
City Purchasing Agent

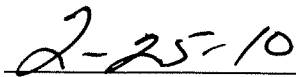

Date

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SECTION I. GENERAL INSTRUCTIONS

1.0 Submittal Procedure:

1.1 **Six (6)** copies of the Proposal, including one (1) printed original, signed in **BLUE** ink, **and six CD-ROMs**, are to be submitted in a sealed envelope bearing the assigned Control Number located on the first page of the RFP document to:

1.1.1 City Secretary's Office
City Hall Annex
900 Bagby
Houston, Texas 77002

1.2 The deadline for the submittal of the Proposal to the City Secretary's Office is no later than **Friday, April 2, 2010 at 2:00 p.m.** Failure to submit the required number of copies as stated above may be subject for disqualification from the Proposal process.

1.3 Respondents (also referred to in this document as "Contractor") may elect to either mail, or personally deliver, their Proposals to the City Secretary's Office.

1.4 The City of Houston shall bear no responsibility for submitting responses on behalf of any Proposer. Respondents may submit their proposal to the City Secretary's Office any time prior to the above stated deadline.

2.0 Proposal Format:

2.1 The Proposal should be electronically generated and the printed original signed in ink. They should not be submitted in elaborate or expensive binders. Legibility, clarity and completeness are important and essential.

2.2 The Proposal must be signed by individual(s) legally authorized to bind the Proposer(s) and must contain a statement that the Proposal and the prices contained therein shall remain firm for a period of one hundred-eighty (180) days.

3.0 Pre-Proposal Conference and City Business Presentation:

3.1 A Pre-Proposal Conference will be held **on Friday, March 12, 2010 at 10:00 a.m.** at the Department of Health and Human Services, 5th Floor Conference Room, 8000 N. Stadium Drive, Houston, Texas 77054. It will be assumed that potential Proposers attending this meeting have reviewed the RFP in detail and are prepared to bring up any substantive questions, which have not already been addressed by the City.

4.0 Additional Information and Specifications Changes:

4.1 Requests for additional information and questions should be addressed to the Administration and Regulatory Affairs Department, High Technology Section, Joyce Hays at 832.393.8723, **joyce.hays@cityofhouston.gov** no later than **4:00 p.m., Tuesday, March 16, 2010** local time (CST). The City of Houston shall provide written response to all questions received in writing on or before the written question submittal deadline. Questions received from all respondents

who are listed as having obtained Requests for Proposals shall be answered and sent to all respondents who are listed as having obtained Requests for Proposals. Proposers shall be notified in writing of any changes in the specifications contained in this Request for Proposal.

5.0 Addenda and Modifications:

- 5.1 All addenda, amendments, and interpretations to this solicitation shall be in writing. Any amendment or interpretation that is not in writing shall not legally bind the City of Houston. Only information supplied by the City of Houston in writing or in this RFP should be used in preparing Proposal responses.
- 5.2 The City does not assume responsibility for the receipt of any addendum sent to Proposers.

6.0 Examination of Documents and Requirements:

- 6.1 Each Proposer shall carefully examine all RFP documents and thoroughly familiarize themselves with all requirements prior to submitting a proposal to ensure that the proposal meets the intent of this RFP.
- 6.2 Before submitting a Proposal, each Proposer shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Proposer from obligation to comply, in every detail, with all provisions and requirements of the Request for Proposal.

7.0 Post-Proposal Discussions with Proposers:

- 7.1 It is the City's intent to commence final negotiation with the Proposer(s) deemed most advantageous to the City. The City reserves the right to conduct post-Proposal discussions with any Proposer(s).

8.0 Terms, Conditions, Limitations and Exceptions:

- 8.1 This RFP does not commit the City of Houston to award a Contract, issue a Purchase Order, or to pay any costs incurred in the preparation of a Proposal in response to this request.
- 8.2 *The Proposals will become part of the City's official files without any obligation on the City's part. All Responses shall be held confidential from all parties other than the City until after the Contract is awarded. Afterward, the Proposals shall be available to the public.*
- 8.3 The City of Houston shall not be held accountable if material from responses is obtained without the written consent of the Proposer by parties other than the City, at any time during the Proposal evaluation process.
- 8.4 In the event a Proposer submits trade secret information to the City, the information must be clearly labeled as a "Trade Secret." The City will maintain the confidentiality of such trade secret to the extent provided by law.

- 8.5 Proposer(s) shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City of Houston (including any and all members of Proposal evaluation committees).
- 8.6 Proposer(s) shall not collude in any manner, or engage in any practices, with any other Proposer(s), which may restrict or eliminate competition or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the purposes of: a) responding to this RFP; or b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein. Conversely, the City can combine or consolidate Proposals, or portions thereof, for the purposes mentioned above.
- 8.7 All Proposals submitted must be the original work product of the Proposer. The copying or paraphrasing of the work product of another Proposer is not permitted.
- 8.8 The RFP and the related responses of the selected Proposer will by reference (within either a Contract or Purchase Order) become part of any formal Agreement between the selected Proposer and the City. The City and the selected Proposer may negotiate a Contract or Contracts for submission to City Council for consideration and approval. *In the event an Agreement cannot be reached with the selected Proposer, the City reserves the right to select an alternative Proposer. The City reserves the right to negotiate with alternative Proposer the exact terms and conditions of the Contract.*
- 8.9 Proposers, their authorized representatives, and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements, and specifications of the Request for Proposal at the time a Proposal is submitted to the City.
- 8.10 *The price Agreement(s) shall become effective on or about **September 22, 2010** for a term of one (1) calendar year. The City of Houston reserves the option of extending the agreement(s) on an annual basis for three (3) additional auto-renewal one-year terms, or portions thereof.*
- 8.11 If necessary for the completion of tasks required under the project, the City will provide reasonable working space to the Prime Contractor.
- 8.12 Clerical support and reproduction of documentation costs shall be the responsibility of the Prime Contractor. If required, such support and costs shall be defined in the contract negotiated.
- 8.13 Prime Contractor personnel essential to the continuity and successful and timely completion of the project should be available for the duration of the project unless substitutions are approved in writing by the City Project Director.
- 8.14 The Prime Contractor will be expected to adhere to all standard contractual requirements of the City which will include, but are not limited to, provisions for: Time Extensions, Appropriation of Available Funds, Approvals, Term and Termination, Independent Contractor, Business Structure and Assignments, Subcontractors, Parties in Interest, Non-waiver, Applicable Laws, Notices, Use of

Work Products, Equal Employment Opportunity, Force Majeure, and Inspections and Audits.

- 8.15 The City may terminate its performance under a Contract in the event of a default by the Prime Contractor and a failure to cure such default after receiving notice of default from the City. Default may result from the Prime Contractor's failure to perform under the terms of the Contract or from the Prime Contractor becoming insolvent, having a substantial portion of its assets assessed for the benefit of creditors, or having a receiver or trustee appointed.
- 8.16 Prime Contractor must promptly report to the City Project Director any conditions, transactions, situation, or circumstances encountered by the Prime Proposer, which would impede or impair the proper and timely performance of the Contract.
- 8.17 *The City of Houston has sole discretion and reserves the right to cancel this RFP or to reject any or all Proposals received prior to Contract award.*
- 8.18 *The City reserves the right to waive any minor informality concerning this RFP, or to reject any or all Proposals or any part thereof.*
- 8.19 *The City reserves the right to request clarification of any Proposal after they have been received.*
- 8.20 The City reserves the right to select elements from different individual Proposals and to combine and consolidate them in any way that best serves the City's interest. The City reserves the right to reduce the scope of the project and evaluate only the remaining elements from all Proposals. The City reserves the right to reject specific elements contained in all Proposals and to complete the evaluation process based only on the remaining items.
- 8.21 *The selected Proposer must furnish a "Certificate of Registration" which authorizes them to conduct business in the State of Texas prior to the awarding of the Contract. Such Registration is obtained from the Texas Secretary of State's Office, which will also provide the certification thereof.*
- 8.22 After Contract execution, the successful Proposer shall be the Prime Contractor and responsible party for contracting and communicating the work to be performed to subcontractors and for channeling other information between the City and subcontractors. Any subcontracting must be specified in the Proposal. Any subcontracting not specified in the Proposal will need prior written approval from the City Purchasing Agent.
- 8.23 Prime Contractor assumes total responsibility for the quality and quantity of all work performed, whether it is undertaken by the Prime Contractor or is subcontracted to another organization.
- 8.24 If subcontractor involvement is required in the use of license, patent, or proprietary process, the Prime Contractor is responsible for obtaining written authorization from the subcontractor to use the process or providing another process comparable to that which is required and which is acceptable to the City, all at no additional cost or liability to the City.

9.0 Invoicing:

9.1 The City of Houston is a single entity for accounting, billing, and discounting. Any invoices accompanied by detailed supplements and other back-up documents are to be submitted to:

9.1.1 City of Houston
Department of Health and Human Services
Immunization Program
8000 N. Stadium Dr., 5th Floor
Houston, Texas 77054
(713) 794-9044

9.2 The City of Houston requires timely and accurate accounting and billing information.

10.0 Indemnity and Release:

10.1 RELEASE

CONTRACTOR AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

10.2 INDEMNIFICATION

CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

10.2.1 CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, CONTRACTOR ") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

10.2.2 THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND

10.2.3 THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.

10.2.4 CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

10.2.5 CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST THE CITY ALLEGING THAT THE CITY'S USE OF ANY EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS CONTRACTOR FURNISHES DURING THE TERM OF THIS AGREEMENT INFRINGES ON A PATENT, COPYRIGHT, OR TRADEMARK, OR MISAPPROPRIATES A TRADE SECRET. CONTRACTOR SHALL PAY ALL COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED.

CONTRACTOR SHALL NOT SETTLE ANY CLAIM ON TERMS WHICH PREVENT THE CITY FROM USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS WITHOUT THE CITY'S PRIOR WRITTEN CONSENT.

WITHIN 60 DAYS AFTER BEING NOTIFIED OF THE CLAIM, CONTRACTOR SHALL, AT ITS OWN EXPENSE, EITHER (1) OBTAIN FOR THE CITY THE RIGHT TO CONTINUE USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS OR, (2) IF BOTH PARTIES AGREE, REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS. IF NONE OF THESE ALTERNATIVES IS REASONABLY AVAILABLE, THE CITY MAY RETURN THE EQUIPMENT, SOFTWARE, OR DOCUMENTS, OR DISCONTINUE THE PROCESS, AND CONTRACTOR SHALL REFUND THE PURCHASE PRICE.

10.3 INDEMNIFICATION-SUBCONTRACTOR'S INDEMNITY

10.3.1 CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.

11.0 **Indemnification Procedures:**

11.1 Notice of Claims. If the City or Contractor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:

11.1.1 A description of the indemnification event in reasonable detail,

11.1.2 The basis on which indemnification may be due, and

11.1.3 The anticipated amount of the indemnified loss.

11.2 This notice does not estop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10-day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs expense because of the delay.

11.3 Defense of Claims

11.3.1 Assumption of Defense. Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Contractor shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Contractor must advise the City as to whether or not it will defend the claim. If Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

11.3.2 Continued Participation. If Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Contractor may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

12.0 **Insurance Requirements:**

The Contractor shall obtain and maintain in effect during the term of this Agreement, insurance coverage as set forth below and shall furnish certificates of insurance showing the City as an additional insured, in duplicate form, prior to the beginning of the Contract. The City shall be named as an additional insured on all such policies except Professional Liability and Workers' Compensation, must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under the Agreement. **The issuer of any policy shall have a Certificate of Authority to transact insurance business in the State of Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide, Property-Casualty United States.**

12.1 Comprehensive General Liability including Contractual Liability and Automobile Liability insurance shall be in at least the following amounts:

12.1.1 Commercial General Liability Insurance including Contractual Liability:

- 12.1.1.1 \$500,000 per occurrence;
- 12.1.1.2 \$1,000,000 aggregate, (defense costs excluded from face value of the policy)

12.1.2 Workers' Compensation including Broad Form All States Endorsement:

- 12.1.2.1 Amount shall be statutory amount;
- 12.1.2.2 **Employer's Liability cannot be used as a substitute for Workers' Compensation**

12.1.3 Automobile Liability (See Note Below):

- 12.1.3.1 \$1,000,000 Combined Single Limit per occurrence;
- 12.1.3.2 Defense costs are excluded from the face amount of the policy. Aggregate Limits are per 12-month policy period unless otherwise indicated.

12.1.4 Employer's Liability:

- 12.1.4.1 Bodily injury by accident \$100,000 (each accident);
- 12.1.4.2 Bodily injury by disease \$100,000 (policy limit);
- 12.1.4.3 Bodily injury by disease \$100,000 (each employee)

12.2 Automobile liability insurance for autos furnished or used in the course of performance of this Contract including Owned, Non-owned and Hired Auto coverage (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto coverage.) If no autos are owned by the Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT MUST BE COVERED IN THE LIMITS SPECIFIED.

12.3 All of the insurance required to be carried by the Contractor hereunder shall be by policies which shall require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City, Contractor shall give written notice to the Director if any of its insurance policies are cancelled, materially changed or non-renewed. Within such thirty (30)-day period Contractor covenants that it will provide other suitable policies in lieu of those about to be cancelled or materially changed so as to maintain in effect the coverage required under the provisions hereof. Failure or refusal of the Contractor to obtain and keep in force the above required insurance coverage shall authorize the City, at its option, to terminate this Contract at once.

12.4 If any part of the work is sublet, similar insurance shall be provided by or on behalf of the Subcontractor to cover their operations, and Contractor shall furnish evidence of such insurance, satisfactory to the City. In the event a Subcontractor is unable to furnish insurance in the limits required under the Contract, the Contractor shall endorse the Subcontractor as an Additional Insured on its policies excluding Workers' Compensation and Employer's Liability.

12.4.1 (See Insurance Requirements Exhibit for a sample insurance certificate format).

12.4.2 **Only unaltered original insurance certificates endorsed by the underwriter are acceptable. Photocopies are unacceptable.**

12.5 Contractor shall maintain in effect certain insurance coverage, which is described as follows:

12.5.1 Form of Policies: The Director may approve the form of the insurance policies, but nothing the Director does or fails to do relieves Contractor from its duties to provide the required coverage under this Agreement. The Director's actions or in-actions do not waive the City's right under this Agreement.

12.5.2 Issuers of Policies: The issuer of any policy shall have a Certificate of Authority to transact insurance business in Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide, Property-Casualty United States.

12.5.3 Insured Parties: Each policy, except those for Workers' Compensation, Employer's Liability, and Professional Liability, must name the City (and its officers, agents, and employees) as Additional Insured parties on the original policy and all renewals or replacements.

12.5.4 Deductibles: Contractor shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents, or employees.

12.5.5 Cancellation: Each policy must state that it may not be canceled, materially modified, or non-renewed unless the insurance company gives the Director 30 days' advance written notice. Contractor shall give written notice to the Director within five days of the date on which total claims by any party against Contractor reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.

12.5.6 Subrogation: Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents, or employees.

12.5.7 Endorsement of Primary Insurance: Each policy, except Workers' Compensation and Professional Liability (if any), must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.

12.5.8 Liability for Premium: Contractor shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.

12.5.9 Subcontractors: Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting all of the above requirements except amount. The amount must be commensurate with the amount of the subcontract, but in no case less than \$500,000 per occurrence. Contractor shall provide copies of insurance certificates to the Director.

12.5.10 Proof of Insurance On the Effective Date and at any time during the Term of this Agreement, Contractor shall furnish the Director with Certificates of Insurance, along with an Affidavit from Contractor confirming that the Certificates accurately reflect the insurance coverage maintained. If requested in writing by the Director, Contractor shall furnish the City with certified copies of Contractor's actual insurance policies.

12.5.10.1 Contractor shall continuously and without interruption, maintain in force the required insurance coverage specified in this Section. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may

12.5.10.2 Immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or

12.5.10.3 Purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

12.5.10.4 The City shall never waive or be estopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.

12.5.11 Other Insurance: If requested by the Director, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under this Agreement.

13.0 Contractor Performance Language:

13.1 Contractor shall make citizen satisfaction a priority in providing services under this Contract. Contractor's employees should be trained to be customer-service oriented and to positively and politely interact with citizens when performing Contract services. Contractor's employees should be clean, courteous, efficient and neat in appearance at all times and committed to offering the highest degree of service to the public. If, in the Director's determination, the Contractor is not

interacting in a positive and polite manner with citizens, the Contractor shall take all remedial steps to conform to the standards set by this Contract and is subject to termination for breach of Contract.

14.0 Inspections and Audits:

14.1 City representatives may have the right to perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least three (3) years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

15.0 Interpreting Specifications:

15.1 *The specifications and product references contained herein are intended to be descriptive rather than restrictive. The City is soliciting Proposals to provide a complete product and service package, which meets its overall requirements. Specific equipment and system references may be included in this RFP for guidance, but they are not intended to preclude Proposers from recommending alternative solutions offering comparable or better performance or value to the City. Unless specifically stated otherwise with regard to a specific item of equipment, it should be assumed that the City requires all equipment proposed for this project to be supported by a manufacturer's warranty, which is equal to or better than the prevailing standard in the industry.*

15.2 Changes in the specifications, terms and conditions of this RFP will be made in writing by the City prior to the Proposal due date. Results of informal meetings or discussions between a potential Proposer and a City of Houston official or employee may not be used as a basis for deviations from the requirements contained in this RFP.

16.0 City Contractor Ownership Disclosure Ordinance:

16.1 City Council requires knowledge of the identities of the owners of entities seeking to Contract with the City in order to review their indebtedness to the City prior to entering Contracts. Therefore, all respondents to this RFP must comply with Houston Code of Ordinances Chapter 15, as amended (Sections 15-122 through 15-126) relating to the disclosure of owners of entities bidding on, proposing for or receiving City Contracts.

16.2 Completion of **Exhibit V** –“Affidavit of Ownership or Control” will satisfy this requirement. Failure to provide this information may be just cause for rejection of your bid or Proposal.

17.0 City of Houston Fair Campaign Ordinance:

17.1 The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office. For purposes of this ordinance a Contract is defined as any Contract for goods or services having a value in excess of \$30,000 or more, regardless of the way by which it was solicited or awarded. **Exhibit IV** of this RFP describes the Contract and documentation requirements relating to this ordinance.

18.0 Drug Detection and Deterrence Procedures for Contractors:

18.1 It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by Contractors while on City premises is prohibited. Accordingly, effective September 1, 1994, and pursuant to the Mayor's Executive Order 1-31, as a condition to the award of any Contract for labor or services, a successful Proposer must certify to its compliance with this policy. **EXHIBIT VI** contains the standard language, which will be used in each Contract for labor or services, as well as the Executive Order 1-31 disclosure and compliance forms (Attachments A, B, and C). These forms must be completed and returned prior to award.

19.0 Project Administration:

19.1 Questions regarding the scope of the project, technical specifications, proposed applications, etc. may be addressed to the Project Manager at the pre-proposal conference.

20.0 Schedule:

20.1 Listed below are important dates and times by which actions related to this Request for Proposal (RFP) should be completed.

20.2 <u>EVENT</u>	<u>DATE</u>
Date of issue of the RFP	March 5, 2010
Pre-Proposal Conference	March 12, 2010
Questions from Proposers due to City	March 16, 2010
Proposals due from Proposers	April 2, 2010
Notification of intent to award (<i>Estimated</i>)	July 21, 2010
Council Agenda Date (<i>Estimated</i>)	September 8, 2010
Contract start date (<i>Estimated</i>)	September 22, 2010

SECTION II. SCOPE OF WORK

1.0 PURPOSE

- 1.1 This RFP is issued for the development and implementation of a pilot program to create a pilot community based immunization outreach and education program in the Houston Area. Specifically, the program will address raising low immunization coverage of children 12-34 months who have received fewer than four doses of Diphtheria, Tetanus, Pertussis (DTaP) vaccination.

2.0 ELIGIBILITY

- 2.1 The proposers may be for profit or not for profit, community-based organizations that will be able to provide services targeted to children 12-34 months with the purpose of raising immunization coverage levels. The proposers shall provide proof of years of experience in the provision of services. Preference will be given to the organization(s) that can demonstrate an effective track record of providing quality health education services in the Houston community. Proposals must be in conformance with all applicable United States and the State of Texas laws, rules, and regulations.

3.0 BACKGROUND INFORMATION

- 3.1 The City of Houston has historically low immunization coverage rates in the 0-2 year old population. As measured by the National Immunization Survey (NIS), the appropriately immunized coverage rates for this population were as low as 11% in 1991 and have risen to 72% in the year 2008 (completed 4:3:1:3:3:1 Immunization Series ¹). Even with this progress, the city's rate has been stagnant for several years and remains significantly below the national goal of 80% for the series and 90% for individual vaccines.
- 3.2 The Houston Department of Health and Human Services (HDHHS) Immunization Program has determined that the major reasons for low immunization coverage rates are because of record fragmentation, the increasingly complex Advisory Committee on Immunization Practices (ACIP) recommended childhood immunization schedule, lack of parent/guardian immunization education, and missed immunization opportunities on the part of providers. HDHHS has begun utilizing ImmTrac, the Texas immunization registry in an attempt to refine processes and focus on additional strategies to improve immunization rates in the Houston community. The registry was designed to address the fragmentation of records barrier to vaccination coverage. It allows multiple providers to update immunization records in an electronic database instead of relying solely on paper records kept by caregivers.
- 3.3 NIS revealed barriers that prohibit children from receiving their fourth dose of DTaP which can be administered as early as 12 months of age. In 2008, NIS data showed nationally that by 24 months, 96% of children received their third dose of DTaP. However, that percentage decreased to 81% of children that received their fourth dose. The data reflects the same scenario when looking at the Houston area. Houston had

¹ 4 doses of DTaP; 3 doses of Inactivated Polio (IPV); 1 dose of measles, mumps, and rubella vaccine (MMR); 3 doses of Haemophilus influenzae type B (Hib); and 3 doses of Hepatitis B (HepB); 1 dose of varicella

95% with the third dose of DTaP, but only a 78% compliance rate with the fourth dose of DTaP. City of Houston coverage was $\geq 89\%$ for each of the vaccines included in the 4:3:1:3:3:1 series except for the fourth dose of DTaP.

4.0 PROJECT GUIDELINES

4.1 This pilot project will target HDHHS consented clients registered in the ImmTrac Registry throughout the Houston metropolitan area. The HDHHS Immunization Program will provide the the contractor(s) with a list of children identified as being 12-34 months old who have received fewer than four doses of DTaP. This information will be shared on a regular basis yet to be determined. The contractor(s) will contact the caregiver in order to educate him or her about the importance of vaccination, refer the caregiver to an immunization provider, and work to establish a medical home for the child if one does not presently exist. The contractor(s) will document that the fourth dose was received.

4.2 Proposals should include:

4.2.1 Project Implementation Plan;

4.2.2 Education Plan and applicable materials (i.e. handouts or brochures):

Education on the ACIP Recommended Childhood Vaccination Schedule;

Education on the importance of the “medical home”;

Education on the importance of age-appropriate immunizations;

Education on the ImmTrac Registry;

Education on the Vaccine for Children Program;

Education on reporting vaccine preventable diseases;

Education on vaccine effectiveness;

Education on “true” contraindication to immunizations.

4.2.3 Procedures for tracking initial and follow-up contacts. Please note that the Field Investigation & Referral Form (See Attachment C) will be used to record contact information and is required for payment of services;

4.2.4 Procedures for collecting proof the child received his or her DTaP vaccination and distinguishing the provider as either a private doctor or public clinic;

4.2.5 Procedures for entering data into the ImmTrac Registry through a web-based interface. Users will have to sign a confidentiality agreement.

4.2.6 Proposer’s Healthcare Information Portability and Accountability Act (HIPAA) policy.

5.0 COMPENSATION

5.1 Compensation for the contract will be on a fee per service basis only. Each Case will require the use of the Field Referral and Investigation Form (FRI), attached hereto as Appendix A, along with proof that service was performed.

- 5.2 All respondents shall prepare a detailed budget (please see Exhibit III), which will consist of both line item tables and narrative justifications. All costs shall be calculated for the duration of the contract including the option years. Please include the following:
- 5.2.1 Personnel Costs
- 5.2.1.1 Include all employees that you propose to utilize. Please list their position, their proposed duties, salaries, and percent of time.
- 5.2.1.2 List the salaries and describe the basis for the salaries designated (e.g., are the salaries comparable to those within and outside of your agency).
- 5.2.2 Travel Costs
- 5.2.2.1 Describe the nature and purpose of the travel involved with your proposal. Provide a budget total and describe the calculation used to arrive at the total amount. The rate of reimbursement must not exceed that of the City of Houston, which is \$0.550 per mile.
- 5.2.2.2 Briefly discuss your agency's mileage reimbursement policy.
- 5.2.3 Supplies
- 5.2.3.1 Provide a list of the types of items that will be purchased pursuant to your proposal along with anticipated costs.
- 5.2.3.2 Provide the basis for computation (e.g. vendor used, with comparison of similar purchases)
- 5.2.3.3 Detail any type of offsets, including cash discounts, trade discounts, rebates and allowances that will be accessible by your agency.
- 5.2.3.4 Detail the types of inventory which is maintained by your agency for those items that you have listed above.
- 5.2.4 Equipment
- 5.2.4.1 Provide a list and costs of the types of items that will be purchased based on your proposal.
- 5.2.4.2 Provide the basis for computation (e.g. vendor used, with comparison of similar purchases).
- 5.2.4.3 Detail any type of offsets, including cash discounts, trade discounts, rebates and allowances that will be accessible by your agency.
- 5.2.4.4 Detail the types of inventory which is maintained by your agency for those items that you have listed above.
- 5.2.5 Other Costs
- 5.2.5.1 List all other costs that will be used based on your proposal. Other types may include, but are not limited to: telephones, utilities, rent, postage, printing, insurance, and audits.

- 5.2.5.2 Provide the basis for computation (e.g. vendor used, with comparison of similar purchases).
- 5.2.5.3 Detail any type of offsets, including cash discounts, trade discounts, rebates and allowances that will be accessible by your agency.

APPENDIX A

Immunization Field Referral & Investigation Form

Referral # _____	Date _____	ImmTrac# _____
Child Name _____	DOB ____/____/____	Sex ____ Race/Ethnicity _____
Parent/Guardian/Caretaker Name _____		
Street Address _____	Zip _____	Phone _____

IMMUNIZATION HISTORY*							
4 th DTaP DUE ⇨							
Primary Care Provider		Health	Address			Tel #	
Immunization (if different)		Provider	Address			Tel #	
Outreach Organization				Guardian's Primary Language			
Date referred to field supervisor	# days	Date assigned to worker	# days	Date investigation initiated	# days		
Supervisor		Worker			Priority #		
LAST OUTREACH Type:				Comments:			
Disposition Date:							
1. 4th DTaP Already Received (before Initial contact) Records from <input type="checkbox"/> Private MD <input type="checkbox"/> Public Provider <input type="checkbox"/> parent or guardian Date: _____ Provider: _____				7. Administrative Closure <input type="checkbox"/> Provider non-compliant <input type="checkbox"/> App pending after working period <input type="checkbox"/> Outreach protocols not followed <input type="checkbox"/> Other _____			
2. 4th DTaP Received (after initial contact) Yes No Records from <input type="checkbox"/> Private MD <input type="checkbox"/> Public Provider <input type="checkbox"/> parent or guardian Date: _____ Provider: _____				8. Problems Locating <input type="checkbox"/> Unable to Locate <input type="checkbox"/> Child moved (please note new address) New Address: _____ _____ City: _____ State: _____ Zip: _____ Phone: _____			
3. Exempt <input type="checkbox"/> Religious/philosophical <input type="checkbox"/> Medical Exemption							
4. <input type="checkbox"/> Family Refused Interview							
5. <input type="checkbox"/> Child is Deceased							
6. <input type="checkbox"/> Immunization not Received (missed opportunity)				9. ImmTrac Data Entry Date _____ Notes: _____			

* Please attach additional pages if additional room is needed

SECTION III. PROPOSAL OUTLINE AND CONTENT

To simplify the review process and to obtain the maximum degree of comparability, the Proposal must follow the outline as set forth below and, at a minimum, contain the information as requested. Proposers are encouraged to include additional relevant information.

1.0 Title Page:

The title page should include the title of the RFP and number, the name, address of the Proposer, telephone number and the name and email address of a contact person and the date of the Proposal.

2.0 Submittal Form:

PROPOSAL MUST BE SIGNED AND NOTORIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE PROPOSER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED AND THE TOTAL FIXED PRICE CONTAINED THEREIN SHALL REMAIN FIRM FOR A PERIOD OF ONE-HUNDRED EIGHTY (180) DAYS.

3.0 Letter of Transmittal:

3.1 A letter of transmittal shall include the following:

3.1.1 The names, titles, addresses, and telephone numbers of the individuals who are authorized to make representations on behalf of the Proposer.

3.1.2 A statement that the per-unit proposed price and/or lump sum (if prices are proposed) is the total fixed price for the equipment and services enumerated.

3.1.3 A statement that the person signing the letter of transmittal is authorized to legally bind the Proposer; that the Proposal and the total fixed price contained therein shall remain firm for a period of one-hundred-eighty (180) days and that the Proposal will comply with the requirements and arrangements in "Section I" of this RFP.

4.0 Expertise/Experience/Qualification Statement:

4.1 A brief statement describing the Proposer's background information, history, resources and/or track record. Briefly state the company's mission and purpose. Please limit to three (3) pages.

4.2 An organizational chart.

4.3 Provide resumes of key personnel who will be responsible for the delivery of the services/project.

4.4 Provide copies of key personnel certifications and/or licenses.

5.0 Proposed Strategy & Operational Plan:

5.1 Provide a detailed description and methodology of the proposed plan for Community Based Immunization Outreach Services which should include, but not be limited, to the following:

5.1.1 A brief statement of the Proposer's understanding of the work to be done.

5.1.2 A 5-7 page detailed description that clearly defines the method of approach that will be utilized in the successful achievement of the RFP's intended Scope of Work.

6.0 Proposed Equipment:

Provide complete description, design, functions, and technical specifications that are being proposed for usage.

7.0 Financial Statement:

Submit your company's audited annual financial statements, in accordance with and as defined in the Financial Accounting Standards Board (FASB) regulation(s) for the past three years. In addition, include your Dunn & Bradstreet Report (or) Federal Tax Forms filed to the Internal Revenue Service (IRS) for the past two years.

8.0 Collaborative Efforts:

Provide letters of intent from all organizations committed to providing services in the proposal.

9.0 Contents:

9.1 The contents should be identified by section, description, page number, and should include, at a minimum, the following sections:

- 9.1.1 Title Page
- 9.1.2 Signed and Notarized Submittal Form (Exhibit I)
- 9.1.3 Letter of Transmittal
- 9.1.4 Expertise/Experience/Reliability Statement
- 9.1.5 Organizational Chart, Resumes & Certifications/Licenses of Proposed Key Personnel
- 9.1.6 Proposed Strategy/Operational Plan
- 9.1.7 Proposed Equipment (If Applicable)
- 9.1.8 Financial Statement and Dunn & Bradstreet Reports (or) Federal Tax Forms Filed for Past Two Years
- 9.1.9 List of Previous Customers & List of Proposed Subcontractors (Exhibit I)
- 9.1.10 Cost Matrix (Exhibit II - Download Form at
- 9.1.11 Fair Campaign Ordinance Form "A" (Exhibit IV)
- 9.1.12 Affidavit of Ownership or Control (Exhibit V)
- 9.1.13 Drug Compliance Agreement Attachment "A," and Contractor's Certification of No Safety Impact Positions Attachment "C" (Exhibit VI)
- 9.1.14 Anti-Collusion Statement (Exhibit VII)
- 9.1.15 Conflict of Interest Questionnaire (Exhibit VII – Download Form at <http://www.ethics.state.tx.us/forms/CIQ.pdf>)
- 9.1.16 Requested Information Outlined in the Scope of Work and Other Additional Relevant/Supporting Information, or Alternate Proposals

SECTION IV. EVALUATION AND SELECTION PROCESS

1.0 Evaluation Summary:

- 1.1 After an evaluation of the Proposal, an Evaluation Committee will develop a short list of respondents and those short-listed respondents may be scheduled for a structured oral presentation and interview. Such presentations will be at no cost to the City of Houston. At the end of the oral presentation and interview, the evaluation of the short-listed respondents will be completed. The oral interview may be recorded and/or videotaped.

2.0 Selection Process

- 2.1 The award of this Contract(s) will be made to the respondent(s) offering the response which best meets the needs of the City. The City may make investigations, as it deems necessary, to determine the capabilities of the Proposer. The Proposer shall furnish to the City such data as the City may request for this purpose. The City reserves the right to reject any offer if the evidence submitted by or the investigation of the Proposer fails to satisfy the City that the Proposer is properly qualified to provide the services contemplated. Each respondent's Proposal will be evaluated on the basis of the following evaluation criteria that are listed in order of importance below:

2.1.1	Experience in Providing Services	30%
2.1.2	Strength of Organization	10%
2.1.3	Proposal Content	40%
2.1.4	Cost of the Budget	20%

EXHIBIT I

LIST OF PREVIOUS CUSTOMERS/LIST OF SUBCONTRACTORS/SUBMITTAL FORMS

LIST OF PREVIOUS CUSTOMERS

1. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
System Description: _____

2. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
System Description: _____

3. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
System Description: _____

4. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
System Description: _____

LIST OF SUBCONTRACTORS

The following is a list of subcontractors we propose to engage on the following items of Work. Any item of Work which does not designate a subcontractor will be done by the firm submitting the Proposal.

[illegible]

SUBMITTAL FORM

NOTE: PROPOSAL MUST BE SIGNED AND NOTORIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE PROPOSER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED **AND THE TOTAL FIXED PRICE CONTAINED THEREIN SHALL REMAIN FIRM FOR A PERIOD OF ONE-HUNDRED EIGHTY (180) DAYS.**

"THE RESPONDENT WARRANTS THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED OR RETAINED TO SOLICIT OR SECURE THIS CONTRACT UPON AN AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE, OR CONTINGENT FEE, EXCEPTING BONA FIDE EMPLOYEES. FOR BREACH OR VIOLATION OF THIS WARRANTY, THE CITY SHALL HAVE THE RIGHT TO ANNUL THIS AGREEMENT WITHOUT LIABILITY OR, AT ITS DISCRETION, TO DEDUCT FROM THE CONTRACT PRICES OR CONSIDERATION, OR OTHERWISE RECOVER THE FULL AMOUNT OF SUCH COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE."

Respectfully Submitted:

(Print or type name of Contractor – full company name)

By: _____
(Signature of authorized officer or agent)

Name: _____

Title: _____

Date: _____

Address of Contractor: _____

Telephone No. of Contractor: (_____) _____

(Signature, name and title of Affiant)

Notary Public in and for

_____ County, Texas

My Commission Expires: _____ day of _____ 20_____

EXHIBIT II PRICE FORM

Compile a detailed budget outlining the proposed costs and include a fee for service or unit rate. Please use these tables as a basis for forming your calculations.

1) Personnel Costs Table

<i>Employee</i>	<i>Position</i>	<i>3 Month Salary</i>	<i>3 Month Fringe total</i>	<i>% of Time</i>	<i>Total Requested</i> [*]
Total					

^{*} Total Personnel Costs = Salary X % Time

2) Field Referral and Investigation Form (FRI) Costs

<i>Unit Item</i>	<i>Cost Per Unit</i>
Education	
Case Tracking (paid once per child)	
Proof of 4 th DTaP at Public Clinic (after initial contact)	
Proof of 4 th DTaP at Private Clinic (after initial contact)	

3) Travel Costs Table

<i>Total Miles</i>	<i>Rate</i>	<i># of Employees</i>	<i>Total Requested</i>

4) Supplies Table

<i>Supply Item</i>	<i>Quantity</i>	<i>Cost</i>
Total Supplies		

5) Equipment Table

<i>Equipment Item</i>	<i>Quantity</i>	<i>Cost</i>
Total Equipment		

6) Other Costs Table

<i>Other Costs</i>	<i>Quantity</i>	<i>Unit Type</i>	<i>Total Cost</i>
Total Other Costs			

EXHIBIT III

City of Houston Insurance Requirements for Contracts

To comply with the terms and conditions for insurance in a City of Houston Service Contract, the Contractor's Insurance Certificate must be prepared as follows and shall meet the requirements set forth on page 12 hereof and in Section C hereof:

- A. The City of Houston must be listed as an **additional insured** on the face of the Certificate, except those for Worker's Compensation and Employer's Liability.
- B. Each Policy must contain an endorsement to the effect that the **issuer waives any claim or right in the nature of subrogation** to recover against the City, its officers, agents or employees.
- C. The City of Houston must be included in the Insurer's Notification Requirement, which may be accomplished in one of the following ways:
 1. By the Contractor's Insurance Agent revising the standard cancellation clause to read substantially as follows (all handwritten strike-outs, additions, and changes to the original text, must all be initialed by the Insurance Agent authorized to make such changes): -

=====CANCELLATION=====

J. D.

NON-RENEWED

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION

J. D.

DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE OF SUCH CHANGE TO THE CERTIFICATE HOLDER NAMED (TO THE LEFT), BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND~~

J. D.

~~UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

=====

AUTHORIZED REPRESENTATIVE OF INSURER

John Doe

=====

- OR -

2. By Attaching Endorsements in the form attached.
- D. Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting the all of the above requirements except as to amount. The amount shall be commensurate with the amount of the subcontract, but not in no case shall it be less than \$500,000 per occurrence.

Revised - 03/09/95

CERTIFICATE OF INSURANCE EXPLANATIONS

1. Certificate must not be more than 90 days old.
2. Name and Address of Producer writing coverage.
3. Name of each insurance company providing coverage (as listed in Best's Key Rating Guide or on company's Certificate of Authority on file with Texas Department of Insurance). Each company must have (1) a Certificate of Authority to transact insurance business in Texas or (2) be an eligible non-admitted insurer in the State of Texas and have a Best's rating of B+ or better and a Best's financial size category of class VI or better according to the most current edition Best's Key Rating Guide.
4. Name and address of Insured (as shown on policy)
5. Letter in the column must reference the insurer of the policy being described
6. Must be a policy number; no binders will be accepted
7. Date policy became effective
8. Expiration date must be at least **60** days from date of delivery of certificate
9. Name and file number of project
10. Name of project manager
11. Signature or facsimile signature of authorized representative of Producer (blue ink preferred)
12. All required endorsements must accompany the certificate.

SAMPLE FOR AWARD OVER \$50,000.00

ACORD. CERTIFICATE OF INSURANCE

Issue Date (MM/DD/YY)

PRODUCER

ISSUERS OF POLICIES. THE ISSUER SHALL HAVE A RATING OF AT LEAST B + AND FINANCIAL SIZE OF CLASS VI OR BETTER ACCORDING TO THE CURRENT YEAR'S BEST RATING.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

SAMPLE FORM

COMPANIES AFFORDING COVERAGE

COMPANY A

COMPANY B

COMPANY C

COMPANY D

COMPANY E

COVERAGE'S

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR.	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION (MM/DD/YY)	POLICY LIMITS
A.	General Liability (X) Commercial General Liability Claims Made (X) Occur. Owners & Contractors Prot.			General Aggregate Products-Comp/Op Agg. Personal & Adv. Injury Each Occurrence Fire Damage (Any one fire) Med. Expense (Any one person)	\$1,000,000 \$1,000,000 \$1,000,000 \$ 500,000 \$ 50,000 \$ 5,000
A.	Automobile Liability (X) Any Auto (X) All Owned Autos { Scheduled Autos { Hired Autos { Non-Owned Autos { Garage Liability	Auto Liability Insurance for autos furnished or used in the course of performance of this Contract. Including Owned, Non-owned, and Hired Auto coverage. (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto Coverage.) If no autos are owned by Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT SHALL BE COVERED IN THE LIMITS SPECIFIED.		Combined Single Limit Bodily Injury (Per person) Bodily Injury (Per Accident) Property Damage	\$1,000,000 \$ \$ \$
	Excess Liability			Each Occurrence Aggregate	\$ \$
	Worker's Compensation and Employee Liability	Statutory Limits	(X)	Statutory Limits Each Accident Disease - Policy Limit Disease - Each Employee	\$ 100,000 \$ 100,000 \$ 100,000
	Other				

DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/SPECIAL ITEMS

City of Houston is named as additional Insured on Auto and General Liability policies, and Waiver of Subrogation on Auto, General Liability, and Worker's Compensation.
For (Project Name)

CERTIFICATE HOLDER

SHALL BE MODIFIED AS FOLLOWS: **CANCELLATION**
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED NON-RENEWED BEFORE THE EXPIRATION DATE THERE OF THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. CITY OF HOUSTON / FINANCE AND ADMINISTRATION

DEPARTMENT - PROCUREMENT SERVICES DIVISION

P.O. BOX 1562
HOUSTON, TEXAS 77251

AUTHORIZED REPRESENTATIVE

EXHIBIT IV

CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office (including elected officers and officers-elect). All respondents to this invitation to bid must comply with Houston Code of Ordinances Chapter-18 as amended relating to the contribution and solicitation of funds for election campaigns. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

Candidates for city office may neither solicit nor receive contributions except during a period commencing 270 calendar days prior to an election date for which a person is a candidate for such office and ending 90 calendar days after the election date, including run-off elections if such candidate is on the ballot.

Further, it shall be unlawful either for any person who submits a bid or Proposal to contribute or offer any contribution to a candidate or for any candidate to solicit or accept any contribution from such person for a period commencing at the time of posting of the City Council Meeting Agenda including an item for the award of the Contract and ending upon the 30th day after the award of the Contract by City Council.

For the purposes of this Ordinance, a **Contract** is defined as each Contract having a value in excess of \$30,000 that is let by the City for professional services, personal services, or other goods or services of any other nature whether the Contract is awarded on a negotiated basis, request for proposal basis, competitive proposal basis or formal sealed competitive bids. The term **Contractor** includes proprietors of proprietorships, partners having an equity interest of 10% or more of partnerships, (including limited liability partnerships and companies), all officers and directors of corporations (including limited liability corporations), and all holders of 10% or more of the outstanding shares of corporations.

A STATEMENT DISCLOSING THE NAMES AND BUSINESS ADDRESSES EACH OF THOSE PERSONS WILL BE REQUIRED TO BE SUBMITTED WITH EACH BID OR PROPOSAL FOR A CITY CONTRACT. Completion of the attached form entitled "**Contractor Submission List**" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Proposal.

FORM A
CONTRACTOR SUBMISSION LIST
CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate-for City elective office (including elected officers-elect) during a certain period of time prior to and following the award of the Contract by the City Council. The term "Contractor" Includes proprietors of proprietorships, partners or joint venturers having an equity interest of 10 percent or more for the partnership or Joint venture, and officers, directors and holders of 10 percent or more of the outstanding shares of corporations. A statement disclosing the names and business addresses of each of those persons will be required to be submitted with each Bid or Proposal for a City Contract. See Chapter 18 of the Code of Ordinances, Houston, Texas, for further information.

This list is submitted under the provisions of Section 18-36(b) of the Code of Ordinances, Houston, Texas, in connection with the attached proposal, submission or bid of:

Firm or Company Name: _____

Firm or Company Address: _____

The firm/company is organized as a (check one as applicable) and attach additional pages if needed to supply the required names and addresses:

☐ **SOLE PROPRIETORSHIP**

Name _____	_____
Proprietor	Address

☐ **A PARTNERSHIP**

List each partner having equity interest of 10% or more of partnership (if none state "none"):

Name _____	_____
Partner	Address

Name _____	_____
Partner	Address

☐ **A CORPORATION**

LIST ALL DIRECTORS OF THE CORPORATION (IF NONE STATE "NONE"):

Name _____	_____
Director	Address

Name _____	_____
Director	Address

Name _____	_____
Director	Address

LIST ALL OFFICERS OF THE CORPORATION (IF NONE STATE NONE”):

Name_____ Officer _____ Address _____

Name_____ Officer _____ Address _____

Name_____ Officer _____ Address _____

LIST ALL INDIVIDUALS OWNING 10% OR MORE OF OUTSTANDING SHARES OF STOCK OF THE CORPORATION (IF NONE STATE “NONE”):

Name_____ Address _____

Name_____ Address _____

Name_____ Address _____

I certify that I am duly authorized to submit this list on behalf of the firm, that I am associated with the firm in the capacity noted below and that I have personal knowledge of the accuracy of the information provided herein.

Preparer

Printed Name

Title

Note: This list constitutes a **government record** as defined by § 37.01 of the Texas Penal Code.

8/23/01

EXHIBIT V

CITY OF HOUSTON CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE:

City Council requires knowledge of the identities of the owners of entities seeking to Contract with the City in order to review their indebtedness to the City prior to entering Contracts. Therefore, all respondents to this invitation to bid must comply with Houston Code of Ordinances Chapter 15, as amended (Sections 15-122 through 15-126) relating to the disclosure of owners of entities bidding on, proposing for or receiving City Contracts. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

Contracting entity means a sole proprietorship, corporation, non-profit corporation, partnership, joint venture, limited liability company, or other entity that seeks to enter into a Contract requiring approval by the Council but excluding governmental entities.

A contracting entity must submit at the time of its Bid or Proposal, an affidavit listing the full names and the business and residence addresses of all persons owning five percent or more of a contracting entity or, where a contracting entity is a non-profit corporation, the full names and the business and residence addresses of all officers of the non-profit corporation.

Completion of the "**Affidavit of Ownership or Control**," included herein, and submitted with the Official Bid or Proposal Form will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Proposal.

ORIG. DEPT.: _____

FILE/I.D.

NO.: _____

INSTRUCTION: ENTITIES USING AN ASSUMED NAME SHOULD DISCLOSE SUCH FACT TO AVOID REJECTION OF THE AFFIDAVIT. THE FOLLOWING FORMAT IS RECOMMENDED: CORPORATE/LEGAL NAME DBA ASSUMED NAME.

STATE OF _____ §
COUNTY OF _____ §

AFFIDAVIT OF OWNERSHIP OR CONTROL

BEFORE ME, the undersigned authority, on this day personally appeared _____ [FULL NAME] (hereafter "Affiant"),
_____ [STATE TITLE/CAPACITY WITH CONTRACTING ENTITY] of
_____ [CONTRACTING ENTITY'S
CORPORATE/LEGAL NAME] ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with _____ [DESCRIBE PROJECT OR
MATTER] which is expected to be in an amount that exceeds \$50,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable).

FOR PROFIT ENTITY:

NON-PROFIT ENTITY:

- ☐ SOLE PROPRIETORSHIP
- ☐ CORPORATION
- ☐ PARTNERSHIP
- ☐ LIMITED PARTNERSHIP
- ☐ JOINT VENTURE
- ☐ LIMITED LIABILITY COMPANY
- ☐ OTHER (Specify type in space below)

- ☐ NON-PROFIT CORPORATION
- ☐ UNINCORPORATED ASSOCIATION

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer, *i.e.*, president, vice-president, secretary, treasurer, etc. ***[NOTE: IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE NUMBERS. DO NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED. ATTACH ADDITIONAL SHEETS AS NEEDED.]***

Contracting Entity

Name: _____

Business Address ***[No. /STREET]*** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (____) _____

Email Address ***[OPTIONAL]*** _____

Residence Address ***[No. /STREET]*** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (____) _____

Email Address ***[OPTIONAL]*** _____

5% Owner(s) or More (IF NONE, STATE "NONE.")

Name: _____

Business Address ***[No. /STREET]*** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (____) _____

Email Address ***[OPTIONAL]*** _____

Residence Address ***[No. /STREET]*** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (____) _____

Email Address ***[OPTIONAL]*** _____

6. Optional Information

Contracting Entity and/or _____ [**NAME OF OWNER OR NON-PROFIT OFFICER**] is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ [**CONTRACTING ENTITY, OWNER OR NON-PROFIT OFFICER**] as follows:

Name of Debtor: _____
Tax Account Nos. _____
Case or File Nos. _____
Attorney/Agent Name _____
Attorney/Agent Phone No. (____) _____
Tax Years _____

Status of Appeal [**DESCRIBE**] _____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

Affiant

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____.

(Seal)

Notary Public

NOTE:

This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

EXHIBIT VI

Drug Detection and Deterrence Procedures for Contractors

- (a) It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by contractors while on City premises is prohibited. By executing this Contract, Contractor represents and certifies that it meets and shall comply with all the requirements and procedures set forth in the Mayor's Policy on Drug Detection and Deterrence, City Council Motion No. 92-1971 ("Mayor's Policy") and the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), both of which are on file in the Office of the City Secretary.
- (b) Confirming its compliance with the Mayor's Policy and Executive Order, Contractor, as a condition precedent to City's obligations under this Contract, will have filed with the Contract Compliance Officer for Drug Testing ("CCODT"), prior to execution of this Contract by the City, (i) a copy of its drug-free workplace policy, (ii) the Drug Policy Compliance Agreement substantially in the format set forth in Attachment "A" to the Executive Order, together with a written designation of all safety impact positions, and (iii) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the format set forth in Attachment "C" to the Executive Order. If Contractor files written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every six (6) months during the performance of this Contract or upon the completion of this Contract if performance is less than six (6) months, a Drug Policy Compliance Declaration in a form substantially similar to Attachment "B" to the Executive Order. The Drug Policy Compliance Declaration shall be submitted to the CCODT within thirty days of completion of this Contract. The first six (6) month period shall begin to run on the date City issues its notice to proceed hereunder or if no notice to proceed is issued, on the first day Contractor begins work under this Contract.
- (c) Contractor shall have the continuing obligation to file with the CCODT written designations of safety impact positions and Drug Policy Compliance Declarations at anytime during the performance of this Contract that safety impact positions are added if initially no safety impact positions were designated. Contractor also shall have the continuing obligation to file updated designations of safety impact positions with the CCODT when additional safety impact positions are added to Contractor's employee work force.
- (d) The failure of Contractor to comply with the above Sections shall be a breach of this Contract entitling City to terminate in accordance with Article IV.

**DRUG POLICY COMPLIANCE AGREEMENT
ATTACHMENT A**

I, _____ as an owner or
officer of

(Name) (Print/Type)

(Title)

(Contractor)

(Name of Company)

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed.

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the contract by the City of Houston.

Date

Contractor Name

Signature

Title

**DRUG POLICY COMPLIANCE DECLARATION
ATTACHMENT "B"**

I, _____ as an owner or officer of
(Name) (Print/Type) (Title)

(Name of Company) (Contractor)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding six months from _____ to _____,
19_____.

_____ A written Drug Free Workplace Policy has been implemented and employees notified. The
policy **Initials** meets the criteria established by the Mayor's Amended Policy on Drug Detection
and Deterrence
(Mayor's Policy).

_____ Written drug testing procedures have been implemented in conformity with the Mayor's
Drug **Initials** Detection and Deterrence Procedures for Contractors, Executive Order 1-31.
Employees have
been notified of such procedures.

_____ Collection/testing has been conducted in compliance with federal Health and Human
Services **Initials** (HHS) guidelines.

_____ Appropriate safety impact positions have been designated for employee positions
performing on **Initials** the City of Houston contract. The number of employees on safety impact
positions during this
reporting period is _____.

_____ From _____ to _____ the following testing has
occurred:
Initials (start date) (end date)

	<u>Random</u>	<u>Reasonable Suspicion</u>	<u>Post Accident</u>	<u>Total</u>
Number of Employees Tested	_____	_____	_____	
Number of Employees Positive	_____	_____	_____	
Percent Employees Positive	_____	_____	_____	

_____ Any employee who tested positive was immediately removed from the City worksite
consistent **Initials** with the Mayor's Policy and Executive Order No. 1-31.

_____ I affirm that falsification or failure to submit this declaration timely in accordance with
Initials established guidelines will be considered a breach of contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in
this declaration are within my personal knowledge and are true and correct.

Date

Contractor Name

Signature

Title

**Contractor's Certification of No Safety Impact Positions in Performance of a City Contract
ATTACHMENT "C"**

I, _____
(Name) (Print/Type) (Title)

as an owner or officer of _____
(Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has no employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Contractor agrees and covenants that it shall immediately notify the City's Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

Date

Contractor Name

Signature

Title

**CONTRACTOR'S CERTIFICATION OF NON-APPLICATION OF
CITY OF HOUSTON DRUG DETECTION AND DETERRENCE PROCEDURES
FOR CONTRACTORS
ATTACHMENT "D"**

I _____ as an owner or
officer of
(NAME) (PRINT/TYPE)

(Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has fewer than fifteen (15) employees during any 20-week period during a calendar year and also certify that Contractor has no employee safety impact positions as defined in 5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Safety impact position means a Contractor's employment position involving job duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat to the personal health or safety of the employee, co-workers, and/or the public.

DATE

CONTRACTOR'S NAME

SIGNATURE

TITLE

EXHIBIT VII

Anti-Collusion Statement

The undersigned, as Proposer, certifies that the only person or parties interested in this proposal as principals are those named herein; that the Proposer has not, either directly or indirectly entered into any Agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the award of this Contract.

Date

Proposer Signature

EXHIBIT VIII

CONFLICT OF INTEREST QUESTIONNAIRE:

Chapter 176 of the Local Government Code requires every Vendor or Contractor with the City of Houston ("City") to file a Conflict of Interest Questionnaire with the City Secretary of the City of Houston by the **seventh** business day after:

- (1) any contract discussions or negotiations begin, or
- (2) submitting an application, responses to requests for proposals, bids, correspondence, or any writing related to a potential agreement with the City.

The Conflict of Interest Questionnaire is available for downloading from the Texas Ethics Commission's website at **<http://www.ethics.state.tx.us/forms/CIQ.pdf>**. The completed Conflict of Interest Questionnaires will be posted on the City Secretary's website. There will also be a list of the City's Local Government Officers on the City of Houston's website.

Additionally, each Vendor or Contractor must file updated questionnaires no later than **September 1st** of each year that the Vendor or Contractor seeks to contract with the City, or the **seventh** business day after the date of an event that would render the questionnaire incomplete or inaccurate.

However, a Vendor or Contractor is not required to file a new questionnaire in any year if the vendor has completed a questionnaire between June 1st and September 1st of that year, unless the previous questionnaire is incomplete or inaccurate.

Original Conflict of Interest Questionnaire shall be filed with Houston's Records Administrator (Ms. Anna Russell, City Secretary, 900 Bagby, First Floor, Houston, Texas 77002). Vendors and Contractors shall include a copy of the form that was submitted to the City Secretary as part of the BID package. Any questions about filling out this form should be directed to your attorney

Failure of any Vendor or Contractor to comply with this law is a Class-C misdemeanor.

EXHIBIT IX

Requirements for Contracts between the City of Houston and Third Party Contractors using American Recovery and Reinvestment Act of 2009 ("ARRA") Grant Funds

1. Contractor will adhere to and comply with the special reporting requirements associated with ARRA grants as required by the granting agency and the City of Houston ("City"). The ARRA is available at http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=l11_cong_bills&docid=f:hle nr.pdf.
2. The City will adhere to and comply with the special reporting requirements associated with applicable ARRA grants as required by the granting agency and the U.S. Office of Management and Budget.
3. **Compliance with Laws**
Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the requirements of the ARRA. After receiving a written request from the City, Contractor shall furnish the State with satisfactory proof of its compliance with this section.
4. **Compliance with Comptroller General Requests**
 - A. Contractor will adhere to and comply with requests for any of its records or those of its subcontractors, that directly pertain to, and involve transactions relating to, this contract or subcontract and with any requests for interviews of any officer or employee of Contractor or any subcontractors to the Comptroller General. This will not limit or restrict existing authority of the Comptroller General.
 - B. The City will adhere to and comply with requests for any interviews or records that directly pertain to, and involve transactions relating to, this contract and any interviews of any officer or employee of any State or local government agency administering this contract. This will not limit or restrict existing authority of the Comptroller General.
5. **Compliance with Inspector General Reviews**
 - A. Contractor will adhere to and comply with any requests from any inspector general of a Federal department or executive agency's reviewing of any concerns raised by the public about specific investments using funds made available by the ARRA.
 - B. The City will adhere to and comply with any requests from any inspector general of a Federal department or executive agency's reviewing of any concerns raised by the public about specific investments using funds made available by the ARRA.
6. **Compliance with Office of Inspector General**
 - A. Contractor will adhere to and comply with requests from any representative of an appropriate inspector general to conduct interviews or examine any records of the Contractor any of its subcontractors that pertain to, and involve transactions relating to this contract or subcontract.

- B. The City will adhere to and comply with requests from any representative of an appropriate inspector general to conduct interviews or examine any records that pertain to, and involve transactions relating to this contract.

7. Compliance with protection of Whistleblowers

- A. Contractor will adhere to and comply with all federal, state, local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting protection of the State, Local Government or Contractor Whistleblowers. Employers must post notice of the rights and remedies available. Poster available at: <http://www.recvoery.gov/sites/default/files/Whistleblower+Poster.pdf>
- B. The City will adhere to and comply with all federal, state, local laws, statutes, ordinance, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the protection of State, Local Government or Contractor Whistleblowers. Employers must post notice of the rights and remedies available. Poster available at: <http://www.recoverv.gov/sites/default/files/Whistleblower+Poster.pdf>

8. Compliance with Buy American

- A. Contractor will adhere to and comply with the Buy American requirements of the ARRA.
- B. The City will adhere to and comply with the Buy American requirements of the ARRA.

9. Compliance with the Davis-Bacon Act

- A. Contractor will adhere to and comply with the wage rates requirements of the ARRA. Notwithstanding any other provision of law in a manner consistent with other provisions of the ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code. For City Construction Contracts, these rates are found at <http://choice.cirvomouston.net/aau7index.html>.
- B. The City will adhere to and comply with the wage rates requirements of the ARRA. Notwithstanding any other provision of law in a manner consistent with other provisions of the ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code. For City Construction Contracts, these rates are found at <http://choice.citvofhouston.net/aad/index.html>.

10. Compliance with the Hire American Workers

- A. Contractor will adhere to and comply with section 1611 of the ARRA.
- B. The City will adhere to and comply with section 1611 of the ARRA.

